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Representing: Defendants JEFF KATOFSKY; KATOFSKY FAMILY TRUST

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF UTAH**

ONSET FINANCIAL, INC., a Utah Corporation,	)	Civil Action #2:24-00133 DBB CMR
	)	
Plaintiff,	)	(Utah Dist. Court #240900242)
	)	
vs.	)	DEFENDANTS JEFF KATOFISKY
	)	AND KATOFISKY FAMILY TRUST'S
FUTURE LEGENDS, LLC, a Nevada limited liability company; JEFF KATOFISKY, TRUSTEE OF KATOFISKY FAMILY TRUST, and JEFF KATOFISKY,	)	ANSWER TO COMPLAINT
	)	
Defendants.	)	
	)	

**TO PLAINTIFF, ONSET FINANCIAL, INC., AND TO ITS ATTORNEYS OF RECORD:**

**COME NOW** Defendants JEFF KATOFSKY AND KATOFSKY FAMILY TRUST answer the unverified Complaint on file herein as follows:

1. Answering the averments contained in Paragraphs 5, 6, 7, 30, 31, 32, 34, 35, 36 and 43, these answering Defendants deny, generally and specifically, each and every averment contained therein.

2. Answering the averments contained in Paragraphs 2, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17, and 18, these answering Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained therein, and based upon such grounds, deny, generally and specifically, each and every averment contained therein.

3. Answering the averments contained in Paragraphs 3 and 4, these answering Defendants admit that Jeff Katofsky and Katofsky Family Trust are residents of the State of California. Defendants deny all other averments in these paragraphs.

### **AFFIRMATIVE DEFENSES**

#### **FIRST AFFIRMATIVE DEFENSE**

4. The Complaint, and each and every purported claim for relief contained therein, fails to state facts sufficient to constitute a claim for relief against these answering Defendants.

#### **SECOND AFFIRMATIVE DEFENSE**

5. Plaintiff's recovery against these answering Defendants, if any, is barred by Plaintiff's failure to mitigate the damages alleged in Plaintiff's Complaint. If not completely barred, Plaintiff's recovery against these answering Defendants must be reduced to the extent that Plaintiff's damages, if any, were caused by Plaintiff's failure to mitigate its damages properly.

#### **THIRD AFFIRMATIVE DEFENSE**

6. Plaintiff has failed to name indispensable parties and by virtue thereof is barred from any recovery.

#### **FOURTH AFFIRMATIVE DEFENSE**

7. Plaintiff has failed to name necessary and proper parties and by virtue thereof is barred from any recovery.

#### **FIFTH AFFIRMATIVE DEFENSE**

8. The Complaint, and each cause of action therein, is barred by virtue of Plaintiff's unclean hands.

#### **SIXTH AFFIRMATIVE DEFENSE**

9. Answering Defendants are informed and believe, and thereon allege that Plaintiff is estopped from asserting and/or has waived its rights to the relief asserted in the Complaint.

**SEVENTH AFFIRMATIVE DEFENSE**

10. At all times mentioned in the complaint, Plaintiff approved of, ratified, or acquiesced in the conduct of this answering Defendant. Plaintiff is therefore barred from recovery as a result of any conduct on the part of this answering Defendant.

**EIGHTH AFFIRMATIVE DEFENSE**

11. Answering Defendants are informed and believe, and on such information and belief allege that Plaintiff failed to perform express contractual conditions precedent to answering Defendants' performance, and such failure excuses any alleged nonperformance by these answering Defendants.

**NINTH AFFIRMATIVE DEFENSE**

12. Answering Defendants are informed and believe, and thereon allege, that actions and omissions by Plaintiff constituted a breach of contract by Plaintiff, and such breach excuses any nonperformance by these answering Defendant.

**TENTH AFFIRMATIVE DEFENSE**

13. At all times mentioned, there was, has been, and continues to be a material failure of consideration on the part of Plaintiff herein, as a consequence of which failure, these answering Defendants' duty of performance has been discharged.

**WHEREFORE**, answering Defendants pray judgment against Plaintiff, as follows:

1. That Plaintiff take nothing by way of its Complaint;
2. For attorneys fees;
3. For costs of suit incurred herein; and
4. For such other and further relief as the court may deem just and proper.

DATED: April 15, 2024

Michael Welker, Esq.,

Jeff Katofsky, Esq.

/S/

By Jeff Katofsky, Esq.

**CERTIFICATE OF SERVICE**

Re: Onset Financial, Inc., vs. Future Legends, LLC, USDC Civil Action #2:24-00133 DBB CMR

I am a citizen of the United States and I am employed in the County of Los Angeles, State of California at the office of a member of the bar of this Court at whose direction this service was made. I am over the age of eighteen years and not a party to the within action. My business address is 4558 Sherman Oaks Avenue, Sherman Oaks, CA 91403.

On April 15, 2024, I served the foregoing document described as DEFENDANTS JEFF KATOFISKY AND KATOFISKY FAMILY TRUST'S ANSWER TO COMPLAINT on the interested parties herein through the Court's Electronic Filing System, serving the parties as indicated below:

Stephen C. Tingey, Esq., [stingey@rqn.com](mailto:stingey@rqn.com)  
Gregory S. Roberts, Esq., [groberts@rqn.com](mailto:groberts@rqn.com)  
RAY QUINNEY & NEBEKER  
36 S. State Street, 14<sup>th</sup> Floor  
P. O. Box 45385  
Salt Lake City, UT 84145-0385

**X/ By CM/ECF Service:** Such documents were delivered electronically via the Court's CM/ECF system as noted.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed April 15, 2024 at Sherman Oaks, California.

/S/Judith Groves